

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVING INTERLOCAL AGREEMENT }
BETWEEN LEWIS COUNTY AND THE }
CITY OF NAPA VINE REGARDING }
ANNEXATION OF A PORTION OF }
RUSH ROAD CONTAINING BRIDGE NO. 79 }

RESOLUTION NO. 06-121

WHEREAS, the Board of County Commissioners has reviewed an Interlocal Agreement between Lewis County, Washington, and the City of Napavine, regarding annexing a portion of Rush Road containing the County's Newaukum Bridge No. 79, and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Inter-local Agreement for Lewis County; NOW, THEREFORE,

BE IT RESOLVED that the aforesaid Inter-local Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 3rd day of April, 2006

ATTEST:)

Karri Muir
Karri Muir, Clerk of the Board
of County Commissioners

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Richard A. Baker
Chairman

APPROVED AS TO FORM

Dennis Hadaller
Member

JEREMY RANDOLPH
Prosecuting Attorney

Tommy F. Fung
Member

By Douglas P. Roth

Civil Deputy

Jeremy Randolph
LEWIS COUNTY PROSECUTING ATTORNEY

March 30, 2006

CHIEF CIVIL DEPUTY
Douglas E. Jensen
CHIEF CRIMINAL DEPUTY
J. Andrew Toynbee
CHIEF ADMINISTRATOR
Nancy Jones-Hegg
SENIOR DEPUTIES
Catherine E. Vibbert
L. Michael Golden
DEPUTIES
Janelle C. Wilson
Terri J. Gailfus
Douglas P. Ruth
Christopher Baum
Eric Eisinger
Katherine Gulmert
J. Bradley Meagher
Kjell C. Werner
Krystal Noga
Aileen Miller

Mr. Bill Hillier
Hillier, Scheibmeir Vey & Kelly
299 NW Center St.
Chehalis, WA 98532

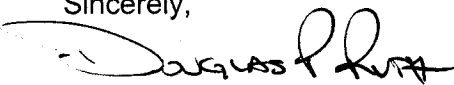
RE: Interlocal Agreement for Joint Management of Bridge No. 79

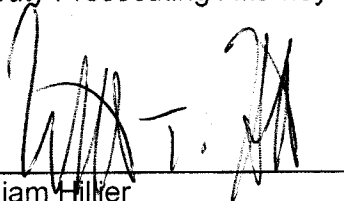
Dear Bill,

It has come to my attention that there is a scrivener's error in paragraph 10 of the interlocal agreement between the City of Napavine and Lewis County regarding bridge no. 79. Within this "Hold Harmless and Indemnification" section, the references to the entity whose performance is being indemnified are switched.

It is clear that the section, as written, does not express the parties' intentions. The intent of the parties was to have the City indemnify the County for the City's errors and omissions, and for the County to indemnify the City for the County's errors and omissions. Please signify with your signature below your agreement that paragraph 10 should be interpreted as expressed here and not according to the true meaning of the language.

Sincerely,


Douglas P Ruth
Deputy Prosecuting Attorney


William Hillier
Counsel, City of Napavine

INTERLOCAL AGREEMENT
BETWEEN CITY OF NAPAVINE AND LEWIS COUNTY

THIS AGREEMENT is made by and entered into between the City of Napavine (CITY) and Lewis County (COUNTY), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34 and is in accordance with RCW 43.09.210. This Agreement is intended to address joint management of the CITY'S urban growth area as shown on the official comprehensive plan of the COUNTY.

WHEREAS, the CITY has expressed interest in annexing a portion of Rush Road containing the COUNTY'S Newaukum River Bridge (bridge number 79, Rush Road milepost 1.84 – hereafter referenced as BRIDGE), and

WHEREAS, the COUNTY supports the proposed annexation, and

WHEREAS, the COUNTY has delegated BRIDGE inspection authority as defined in its Memorandum of Understanding with Washington State Department of Transportation agreement number CGA-2123 entered into on April 18, 2000, and

WHEREAS, the CITY has expressed concerns over potential maintenance expenses associated with the BRIDGE arising from BRIDGE inspections, and

WHEREAS, the COUNTY desires supporting potential BRIDGE expenses to address CITY concerns, and

WHEREAS, the CITY and the COUNTY believe that improved inter-agency efficiency will result from the CITY'S annexation, and

WHEREAS, it is appropriate that in order to implement such an arrangement an interlocal agreement be executed between the parties to set forth the conditions and terms of that arrangement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CITY and COUNTY agree as follows:

1. **Purpose.** This Interlocal Agreement is intended to define maintenance, inspection, record keeping, decision authority, and cost sharing roles and responsibilities for the BRIDGE, for a period of thirty (30) years, beginning on January 1, 2006 and ending December 31, 2036.

2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this agreement. The chief administrative officer(s) of the CITY and the COUNTY shall provide joint oversight to administer this agreement.

3. **Definitions.** All definitions contained within the regulations specified in paragraph 4 below shall have the meanings as specified within those regulations. For purposes of this Agreement, the terms below shall have the following meanings:

(a) "COUNTY" means Lewis County.

(b) "CITY" means the City of Napavine, Washington.

(c) "WSDOT MOU" means the 2000 and Beyond Local Agency Bridge Inspections Memorandum of Understanding, whereby the Washington State Department of Transportation delegates small city

(population under 5000) bridge inspection responsibility to the COUNTY, agreement number GCA-21213, dated April 18, 2000.

(d) "Bridge maintenance and repair" means any necessary maintenance/repair activity identified as being necessary by County and/or State Bridge inspectors, consistent with obligations defined in the WSDOT MOU.

(d) "Percent" means a percentage as calculated by taking the total and dividing a portion thereof and multiplying by 100.

4. COUNTY Responsibility. The COUNTY shall remain responsible for the following activities associated with the BRIDGE:

- (a) Provide routine BRIDGE inspection in accordance with the WSDOT MOU.
- (b) Provide emergency BRIDGE inspections following earthquakes and/or high flow events on the Newaukum River.
- (c) Perform any and all identified necessary repairs arising out of activities performed in Sections 4a & 4b.
- (d) The County retains the authority to identify deficiencies, determine appropriate action, and schedule any repairs deemed necessary by the County Engineer throughout the term of this agreement.

5. COUNTY Percent Contribution of COSTS. The COUNTY agrees:

- (a) To be one hundred (100%) Percent responsible for all costs associated with activities identified in Sections 4b-4c (COSTS) for the period of this agreement beginning January 1, 2006 and ending December 31, 2015.
- (b) To provide fifty (50%) Percent cost share for COSTS beginning on January 1, 2016 and ending December 31, 2025.
- (c) To provide twenty-five (25%) Percent cost share for COSTS beginning on January 1, 2026 and ending on December 31, 2035.
- (d) To provide Zero (0%) Percent towards COSTS beyond December 31, 2035.

6. CITY Percent Contribution of COSTS. The CITY agrees:

- (a) To provide Zero (0%) Percent cost share for COSTS incurred during the period of this agreement beginning January 1, 2006 and ending December 31, 2015.
- (b) To provide fifty (50%) Percent cost share for COSTS beginning on January 1, 2016 and ending December 31, 2025.
- (c) To provide seventy-five (75%) Percent cost share for COSTS beginning on January 1, 2026 and ending on December 31, 2035.
- (d) To provide one hundred (100%) Percent costs share for COSTS beyond December 31, 2035.

7. Administration. The COUNTY agrees to provide inspection services for the BRIDGE, pursuant to obligations defined in the WSDOT MOU.

8. Payment/Reimbursement for COUNTY COSTS. The COUNTY will present COSTS to the CITY for monetary recovery during the period of January 1, 2016 to December 31, 2035. The COUNTY

will provide sufficient billing detail to meet CITY audit requirements. The CITY will endeavor to pay the COUNTY for COSTS within 60 days of billing receipt.

9. Term of Agreement. This Agreement shall commence upon completion of the required signatures hereon, and on the completion of the annexation procedures relating to the BRIDGE, but no earlier than January 1, 2006 and run for a period of approximately thirty (30) years – ending no sooner than December 31, 2035. This Agreement may be terminated upon mutual agreement in writing and filed with CITY and COUNTY.

10. Hold Harmless and Indemnification. The CITY shall protect, hold harmless, indemnify, and defend, at its own expense the COUNTY, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the COUNTY'S performance of this agreement. The COUNTY shall protect, hold harmless, indemnify, and defend, at its own expense the CITY, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the CITY'S performance of this agreement.

11. Dispute Resolution. The CITY and the COUNTY agree that if a formal disagreement arises between the parties as to the application, affect or interpretation of this Agreement, which cannot be reasonably resolved between the parties, they shall first refer the matter to mediation, as may be agreed between the parties.

12. Amendments to this Agreement. Amendments to any provision of this agreement must be presented in strikethrough and underline format, approved by both parties by their signatures thereon, and subsequently attached to this agreement.

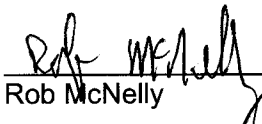
13. Severability. If any portion of this Agreement shall be determined to be invalid by a court or other body with jurisdiction, the remaining portions shall remain valid and enforceable.

14. Authority. This agreement is entered into under the authority of RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of December, 2005.

CITY OF NAPAVALINE:

Mayor:



Rob McNelly

LEWIS COUNTY, WASHINGTON:

Board of County Commissioners:



Chairman



Member



Member